

MSA Italia S.R.L.

Terms and Conditions of Sale
(EU)**1 General information**

1.1 These Terms and Conditions of Sale (EU) (“**Terms**”) shall apply to all present and future contracts, offers, deliveries for products and/or services (hereinafter collectively the “Goods”) of MSA Italia S.R.L. (“**Vendor**”) to third parties (each a “**Buyer**”; Vendor and Buyer each a “**Party**” and collectively the “**Parties**”). The Vendor’s offerings are not addressed to any consumer in the meaning of Section 13 German Civil Code (“**BGB**”). By accepting these Terms, the Buyer confirms not to be a consumer in the meaning of the same Section 13 BGB.

2 Offers and conclusion of Contract

2.1 Quotations and offers by the Vendor shall be subject to confirmation and non-binding, except as expressly stated otherwise. The order of Goods by the Buyer constitutes a binding offer for the conclusion of a contract (“**Offer**”). The Offer shall be binding for a period of two (2) weeks. A binding contract is concluded only after the Vendor’s acceptance of an Offer (“**Contract**”). The Vendor may accept Offers (i) by confirmation in writing, including via email (“**Order Confirmation**”); and / or (ii) by delivery of the Goods. Buyer’s Offer must be accompanied by sufficient information to enable Vendor to proceed therewith; otherwise, Vendor shall be entitled to extend delivery times or

amend the prices quoted to cover any increase in time or cost after the Offer was submitted.

2.2 Acceptance of Buyer’s Offer is expressly conditioned upon the Contract being governed exclusively by (i) these Vendor’s Terms, (ii) Vendor’s Terms and Conditions on Order Processing and Delivery (“**Order Processing Terms**”), attached below as **Exhibit A** and (iii) any Vendor-issued Quotation, unless agreed otherwise in writing by the Parties. Any deviating, conflicting or supplementary terms and conditions of the Buyer or any third party shall not apply, even if the Vendor fails to expressly object to their application, and no new, supplementary, modifying, or contradictory terms shall form part of the Contract, whether express or implied, on the basis of any trade, customer, practice, or course of dealing.

2.3 The version of the Terms that is applicable at the time of the conclusion of the Contract shall be controlling and legally binding. Cost estimates, drafts, drawings, samples, calculations and other documents remain the property of the Vendor and shall not be copied or made available to third parties. These materials shall be returned to the Vendor if no Contract has been concluded. Any samples submitted to Buyer and not returned to Vendor within one month from date of receipt of such samples shall be paid for by Buyer.

2.4 Once an Offer by the Buyer has been accepted by Vendor, the Contract may

not be cancelled unilaterally by the Buyer except in accordance with the Order Processing Terms and the express written authorization by Vendor. If so authorized, the Buyer will receive a forwarding address and shall be responsible for arranging carriage of the Goods to the forwarding address. All returns are subject to a restocking charge as outlined in the Order Processing Terms.

- 2.5 **Pack & Ship (EXW):** The Customer has thirty days after receiving cargo specification to have their designated carrier pick up the goods. However, if goods are not picked up in thirty days, MSA will ship the goods at the Customer's expense (Freight charges will be added to Customer Invoice) with one of MSA approved carriers. The rules EXW terms will still apply and the Customer will be responsible and liable for the freight.

3 Prices

- 3.1 Unless expressly agreed otherwise between the Parties in writing: (i) the prices quoted by Vendor do not include costs for transportation (and any transportation-related charges) or statutory value added tax, and (ii) all orders under EUR 2,000 (or its local currency equivalent) will incur a fixed charge for transportation, as specified in the Vendor's applicable quotation. Express deliveries, transportation of dangerous Goods, or special transportation requests from Buyer will incur additional transportation charges. For more information, consult the Order Processing Terms.
- 3.2 Except as otherwise agreed in writing by the Parties, the Goods are supplied at the prices in effect on the day of the Contract as set out in the applicable *MSA Price List*. Notwithstanding the foregoing, Buyer acknowledges that the Offer or

Contract pricing, even if previously confirmed or committed by Vendor, shall be subject to increase upon written notice if (i) required by applicable law, (ii) a material change in working or economic conditions affects the Products, (iii) raw material or supplier price increases are passed through to Vendor that cannot be mitigated through reasonable commercial efforts, or (iv) due to other unforeseen circumstances not attributable to Vendor.

- 3.3 Any variation or suspension of work caused by Buyer's instructions or lack of instructions shall entitle Vendor to adjust the price accordingly.

4 Delivery and delivery time

- 4.1 Notwithstanding any conflicting provision contained in the Buyer's Offer, the delivery period shall be as (i) mutually agreed; or (ii) determined by the Vendor in the course of acceptance of the Offer. All shipments or lead times quoted by Vendor are to be treated as estimates only, are not of the essence, and do not in any way constitute a binding obligation on Vendor as materials are at all times subject to prior orders.
- 4.2 The Vendor's obligation to perform shall be subject to the correct and timely delivery by Vendor's suppliers as well as correct instructions from Buyer. If the Vendor cannot meet delivery deadlines due to instructions (or lack thereof) of Buyer or a lack of correct and timely delivery by Vendor's suppliers, the time for delivery shall be extended by a reasonable period. If the new delivery time cannot be met due to a continued lack of correct and timely delivery by Vendor's suppliers, and / or due to a force majeure event (which term shall include all circumstances and actions beyond the direct and immediate control of Vendor, regardless of foreseeability, including but not limited to transportation delays, raw materials shortages, industrial disputes, war, terrorism, riot, insurrection,

explosions, military or civil action, acts of God, epidemics, natural disasters, armed conflict, failure of energy sources, energy shortages or usage restrictions, embargoes, U.S./EU/UK economic trade sanctions or similarly applicable regulations, and the like), the Vendor is entitled to revoke the Contract partly or in its entirety without any obligation or liability.

- 4.3 If Vendor does not receive forwarding instructions sufficient to enable it to deliver the Goods within 14 days after the date of notification by Vendor that such Goods are ready for delivery, Buyer shall take delivery or arrange for storage. If Buyer does not take delivery or arrange for storage, Vendor shall be entitled to arrange storage either at its own works or elsewhere on Buyer's behalf and all charges for storage, insurance or demurrage incurred by Vendor shall be payable by Buyer.
- 4.4 If any shipment or delivery is delayed due to Buyer's request, act, or omission, then payments will become due as if shipment or delivery had occurred as scheduled
- 4.5 The legal consequences of the Buyer's default of acceptance shall be subject to the applicable statutory provisions. If the Buyer is a legal entity under public law or a special fund under public law, the Buyer shall for the purposes of this Section 4.4 be deemed to be a merchant in the meaning of Section 1(1) of the German Commercial Code ("**HGB**").

5 Performance and passing of risk

- 5.1 Unless expressly agreed otherwise in writing, deliveries shall be made DAP. Upon request of the Buyer, delivery to another place will be conducted at the risk and to the expense of the Buyer.
- 5.2 The Buyer is obliged to accept partial deliveries, provided that (i) the partial delivery is usable within the scope of the contractual purpose, (ii) the delivery of the remaining Goods is secured, and

(iii) no additional costs or expenses for the Buyer will arise.

6 Inspections and tests

- 6.1 The Vendor's Goods are carefully inspected and are, at the Vendor's discretion and where reasonably practicable, submitted to the Vendor's standard tests at the Vendor's works before delivered by the Vendor. If other tests or tests in the presence of the Buyer or the Buyer's representatives are reasonably required, these will be charged for and payable by the Buyer. In the event of any delay on the Buyer's part in attending such tests after receiving seven (7) days' notice that the Vendor is ready to carry out the relevant tests, such tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence.

7 Payment, set-off, retention

- 7.1 The purchase price shall be due and payable within thirty (30) days, as calculated from the invoice date.
- 7.2 If the Buyer fails to pay the full purchase price within the above 30 day period ("**Default of Payment**"), the Vendor may make any and all outstanding and future deliveries subject to prior full payment of the agreed purchase price by the Buyer.
- 7.3 During Default of Payment, the Buyer shall pay to the Vendor interest in the amount of nine (9) percentage points above the applicable base interest rate, as published by the German Central Bank, p.a. The Vendor's right to claim additional damages under the BGB shall remain unaffected. The Vendor shall also charge Buyer EUR 40 for each reminder regarding a Default of Payment.
- 7.4 If Buyer owes Vendor money under several outstanding orders and Buyer renders repayment that is not sufficient for the repayment of all claims, then payment shall be allocated in accordance with Section 366(2) BGB, even if the Buyer has expressly allocated otherwise.

7.5 No set-off or retention by the Buyer shall be permitted for any payment due hereunder unless the Vendor has agreed in writing or if made pursuant to a counterclaim that has been confirmed by final and absolute court decision.

8 Retention of title

8.1 Title in the Goods shall only pass to Buyer upon full payment of all outstanding payments due for the relevant Contract in accordance with Section 7 above. The Buyer is nevertheless responsible for the safe custody, protection and preservation of the Goods after delivery of the same and the risk in the Goods shall pass in accordance with the relevant INCOTERM as published by the International Chamber of Commerce from time to time and used for shipping purposes.

9 Warranties

9.1 The Vendor does not take over any guarantee for failure of any Goods as to the quality or fitness for any particular purpose of the Goods or for compliance with any sample and description or to attain any performance figures quoted by the Vendor, unless the Vendor has specifically and expressly guaranteed them subject to any tolerances specified or agreed to by the Vendor. If the performance figures obtained on any test provided for in the Contract are outside the rejection limits specified therein, the Buyer will be entitled to reject the Goods in respect of which such figures fall outside such limits, but the Vendor is to be given reasonable time and opportunity to rectify their performance before the Buyer becomes so entitled. If the Buyer becomes entitled to reject Goods pursuant to this clause 9.1, the Vendor will repay to the Buyer any sum paid by the Buyer to the Vendor on account in respect of such Goods. The Buyer

assumes responsibility that Goods stipulated by the Buyer are sufficient and suitable for the Buyer's purpose.

9.2 The Buyer must carefully examine the Goods or consignment immediately on arrival. If a defect is found, the Buyer must immediately notify the Vendor in writing. Any visible damage must be reported on the consignment note or by way of a statement of facts before acceptance.

9.3 The Buyer must report (i) obvious defects at the latest within eight (8) days after delivery; and (ii) non-obvious defects at the latest within eight (8) days after discovery in writing. The timeliness of the notification depends on the time of its receipt by the Vendor. If the Buyer fails to inspect or to report a defect properly to the Vendor, then claims in relation to the unreported defect shall be excluded.

9.4 Subject to the terms herein, the exclusive remedy to Buyer is that Vendor shall repair, or at its option, replace material defects that under proper use appear in Goods of our manufacture. Provided always that unless otherwise agreed by the Vendor, the defective parts shall be promptly returned by the Buyer to the Vendor's facilities or at an address specified by the Vendor and at the Buyer's cost unless the Vendor agrees otherwise. The repaired or new Goods will be delivered by the Vendor free of charge. If the Buyer requires the Vendor to carry out repair at the Buyer's site, the Vendor reserves the right to charge for any resulting additional costs.

9.5 The Vendor shall not be liable for any material defects in Goods pursuant to this Section 9 if the material defects in Goods result from the following events:
(1) the material defect arises because the Buyer failed to follow the Vendor's written or oral instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) Good trade practice regarding the same; (2) the Buyer alters such Goods without the Vendor's prior written

consent; or (3) the material defect arises as a result of wear and tear; wilful damage; negligence; transportation; lack of maintenance; improper, excessive or abusive usage of the products; failure to follow manufacturer instructions; and generally speaking, from inappropriate environmental, storage or operating conditions.

- 9.6 In the case of defects in Goods not manufactured by the Vendor, the Vendor shall assign to the Buyer any rights against the third party manufacturer which the Vendor may have under the terms of its contract with the third party manufacturer but shall have no other liability for warranties whatsoever.
- 9.7 If the Vendor is obliged to pay damages in the relation to the defect in accordance with the statutory provisions – for whatever legal reason – such obligation shall be limited in accordance with Section 10.
- 9.8 Claims of the Buyer for defects under this Section 9 shall become time-barred after one (1) year upon delivery, unless expressly agreed otherwise in writing by the Parties. This shall not apply in case of intent or fraudulent misrepresentation by the Vendor or where such limitation period would be in contradiction to a warranty expressly given by the Vendor in writing.
- 9.9 The Goods subject to claims must be returned in their original packaging to the Vendor after obtaining his consent, with carriage costs assumed by the Buyer.
- 9.10 The repair, modification or replacement of Goods during the period covered by the guarantee shall not serve to prolong the duration of the Goods guarantee, as is the case for any maintenance contract operation.
- 9.11 The Buyer's claims to indemnity against the Vendor under Sections 445a and 445b BGB shall remain unaffected.

10 Limitations of liability

- 10.1 The Vendor shall be liable to damages without any limitation if the damage or loss results from wilful conduct and gross negligence.
- 10.2 In the event of simple negligence or other claim, the Vendor shall be liable only for: (i) any damage resulting from injury to life, body and / or health; and (ii) any damage resulting from breach of an essential contractual obligation (i.e. a contractual obligations which is indispensable for achieving the purpose of the Contract and on whose strict observance the Buyer must therefore be able to rely). Furthermore, liability under this Section 10.2(ii) shall be limited to such damage which was by its nature and scope foreseeable to the Vendor when the Contract was concluded and of a nature typical to a contract for the sale of Goods and/or services. Vendor shall have no liability for incidental or indirect damages (e.g., lost profits). The Parties agree that such damage shall not exceed the price of the relevant Goods.
- 10.3 Any liability for the breach of a guarantee expressly given by the Vendor and / or any liability that arises from applicable national laws on product liability of any *EU Member State which implement the European Product Liability Directive 85/374/EC*, such as for Germany the German Product Liability Act, shall by no means be excluded or limited by this Section 10 or any or other section of these Terms.
- 10.4 The limitations of liability by Buyer set forth in this Section 10 shall equally apply to any liability of the Vendor's legal representatives, officers, agents, and employees.

11 Foreign trade provisions

- 11.1 The Buyer agrees and acknowledges that Vendor's ultimate parent company is headquartered in the United States and

that the Goods may be subject to the export control laws and regulations of Germany, the European Union, other EU Member States, the United States and / or other countries including, without limitation, the requirement to obtain necessary approvals and licences prior to the acceptance of any orders, or the shipment of Goods.

- 11.2 During the term of this Contract, and at all times thereafter, the Buyer (i) shall not export or re-export any Good or technical information relating to any Good for which a consent, authorization and / or license is required without first obtaining properly such consent, authorization or license; and (ii) shall comply with all applicable trade and sanctions laws, in particular laws on export control.
- 11.3 The Buyer further agrees and undertakes to impose the same obligations also on the recipients of such Goods or technical information.
- 11.4 In the event of any breach of any duty by Buyer, as referred to in Sections 11.1. – 11.3, above, the Buyer shall indemnify the Vendor and its affiliates and its and their directors, officers, employees, and representatives against any claim from third party and / or any administrative or governmental sanction, including reasonable attorneys' fees.

12 Applicable law and jurisdiction

- 12.1 This Contract is governed by the laws of the Federal Republic of Germany; the provisions of the *United Nations Convention on Contracts for the International Sale of Goods (CISG)* shall not apply.
- 12.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

be three. The seat, or legal place, of arbitration shall be Frankfurt, Germany. The language to be used in the arbitral proceedings shall be German and English.

. Notwithstanding the above, and with respect only to payment disputes, Vendor may alternatively bring legal action against Buyer before the competent courts at Vendor's registered business seat.

13 Final provisions

- 13.1 **Entire agreement.** The Contract forms the entire agreement as between the Parties with respect to the subject matter hereof. The Contract shall supersede any previous arrangements between the Parties on the subject matter of the Contract.
- 13.2 **Compliance.** With respect to the Parties' business relation, each Party shall comply with applicable law, including U.S. and European anti-corruption and anti-bribery laws; furthermore, the Buyer shall comply with MSA's Global Code of Business Conduct, which is available at <http://gb.msasafety.com/ourEthics>. All quotations by Vendor for Goods for which the supply is or may become subject to export, import, or similar required license by EU officials or the officials of any other government are subject to such license being granted.
- 13.3 **Confidentiality.** Each Party shall keep confidential and not disclose to any third party the content of any Contract and any business and trade secrets and other confidential information regarding the other Party disclosed to it in connection with the business relationship between the Parties, except as expressly agreed upon with the other Party. Any press releases and other communication in connection with the business relationship between the Parties shall require the prior consent of the respective other Party. Notwithstanding the above, each

Party may disclose any information as required in order to comply with applicable law, the rules and regulations of any stock exchange or an enforceable order of a court or public authority; provided, however, that the relevant Party shall, to the extent legally permissible and practicable, notify the other Party thereof in advance and seek to agree with it upon the content of the information.

- 13.4 **Non-assignment.** Buyer may not assign, delegate or otherwise transfer any of its rights or obligations under these Terms and Conditions of Sale or any Contract to a third party without the prior consent of Vendor.
- 13.5 **Severability.** Should any provision of this these Terms and Conditions of Sale, and / or any provision incorporated into a Contract in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of these Terms and Conditions of Sale and

/ or any other provision incorporated into a Contract in the future shall not be affected thereby. The invalid or unenforceable provision shall be substituted by the parties by way of good faith negotiations by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. The same shall apply if the Parties have, unintentionally, failed to address a certain matter in these Terms and Conditions of Sale and / or any Contract; in this case a suitable and equitable provision, which reflects what the Parties, in the light of the economic intent and purpose of these Terms and Conditions of Sale and / or any Contract, would have agreed upon if they had considered the matter, shall be agreed upon by the Parties by way of good faith negotiations.

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EXHIBIT A

MSA Terms and Conditions on Order Processing and Delivery

1. Order Information and Requirements

- 1.1. **Minimum Order Quantity:** Products with quantities listed as 'minimum order quantity' (MOQ), will be sold only in those increments. These quantities are not breakable under any circumstances including drop shipments, emergency orders, and sample orders. Vendor reserves the right to adjust order quantities to conform with these quantities.
- 1.2. **Minimum Order Value:** The minimum purchase order value (MOV) for any order placed with Vendor is 250 EUR. Orders that do not meet the MOV requirement will not be processed. Vendor's Customer Service team can assist in completing orders to meet this value. Orders below 1000 EUR will be subject to a handling fee of 50 EUR. Orders with multiple specified delivery destinations will be treated as individual orders. These costs will appear as a separate line on the invoice.

Orders placed as part of a **destocking campaign** (a program with reduced pricing or special terms on specific inventory) are not subject to the MOQ or MOV requirements above.

2. Cost of Delivery of Goods

- 2.1. **Dangerous Goods:** for transportation of products classified as dangerous goods a surcharge of 60 EUR per order placed will apply. These costs will appear as a separate line on the invoice.
- 2.2. **Express shipment:** for express shipments requested by the Buyer, the actual freight cost will be charged back, or an express surcharge of 50 EUR will apply. In case of the surcharge being applied, there is a maximum weight of 30 kg. Any shipments above that weight limit will be charged on actual freight costs and in agreement with the Buyer. These costs will appear as a separate line on the invoice.
- 2.3. **Drop shipments:** drop shipments to end-users will not be permitted without prior written approval from a Vendor Sales Representative and will incur a handling fee of 25 EUR. These costs will appear as a separate line on the invoice.
- 2.4. **Special packaging:** charges will apply for any special packaging and/or labelling requested by the Buyer. Actual costs will be charged back in full with an additional 25 EUR handling fee. These costs will appear as a separate line on the invoice.
- 2.5. **Pack & Ship (EXW):** Buyer has thirty (30) days from receiving cargo specifications to have its designated carrier pick up the goods. If goods are not picked up within thirty (30) days, (i) Vendor will ship the goods at Buyer's expense with one of Vendor's approved carriers (EXW terms will still apply, Buyer will be responsible and liable for the freight, and freight charges will be added to Buyer's invoice); and/or (ii) Vendor reserves the right to charge

one percent (1%) of the Contract value on a weekly basis as storage charges for any products that are not picked up from their storage location.

3. Order Returns

3.1. No products may be returned to Vendor, other than in the event of a warranty or consumer guarantee claim. Product returns will be accepted only when the following conditions are met:

- Prior acceptance in writing of the goods to be returned by Vendor.
- Products shipped from Vendor within the last sixty (60) days.
- Make-to-stock (MTS) products in saleable condition.
- Products to be returned have not been discontinued or made obsolete by Vendor.
- Products to be returned do not have a shelf-life. This includes, but is not limited to batteries, sensors, devices with sensors and batteries, test gas bottles, detector tubes, breathing filters, compressed air bottles and other products.
- Products to be returned are not specially configured for the customer (make-to-order (MTO) products) and nor are they non-standard Items (including assemble-to-order products) unless the return is due to an error made by Vendor.

3.2. Fees: the following charges will apply for returned products:

- **Restocking charge** – Vendor will impose a 15% restocking fee on each product returned unless the return is due to a Vendor error or where alternative arrangements have been agreed between both parties. A minimum Restocking charge of 30 EUR will be applied to any transaction.
- **Refurbishment charge** – a refurbishment charge, in addition to a restocking charge, may be imposed to bring the material to its original specification. The charge will be based on the cost of materials and labour incurred to bring material to original specification compliance. The total cost will be communicated to the customer in advance.
- **Transportation charge** – the cost of the return delivery is paid by the Buyer.

3.3. Return of products due to Vendor shipping error: for products that are returned as a result of an error made by Vendor (i.e., incorrect part number, incorrect quantity, incorrect product, or duplicate shipment), the following apply:

- No restocking charge will be imposed.
- No transportation charges will be imposed.
- 100% credit will be issued if Vendor is notified within seven (7) days after receipt of the product(s) at the place of delivery.

4. Order Cancellations

Offers, once accepted by Vendor, may not be cancelled without explicit written authorization by Vendor. If and when authorized, the following cancellation fees apply:

- 4.1.** Make-to-stock (MTS) Products – 15% of the value.
- 4.2.** Make-to-order (MTO) Products and Non-Standard Items (including ATO products) – valuation against 100% of the value.

4.3. Services:

- Before dispatch – 15% of the total value of the service order.
- After dispatch – 100% of the total value of the service order.

This order cancellation policy applies when the Customer cancels all or part of a Contract but before Vendor's shipment of products or execution of service. Orders cancelled after processing will be treated as a 'Return' subject to all applicable terms and fees as set forth above. Order cancellations for MTO products, where production has started, will be treated as a 'Return' subject to all applicable terms and fees as set forth above.

5. Pricing

Vendor agrees to sell authorized products to Channel Partners in accordance with the Channel Partner confidential price list terms and conditions.

- 5.1.** Orders will be invoiced at the price in effect on the date the order is received by Vendor.
- 5.2.** Orders with a future delivery date, as specifically requested by the Customer, will be invoiced at the price applicable on the specified shipment date.
- 5.3.** List prices are subject to change.
- 5.4.** Vendor reserves the right to limit the value of orders placed prior to price adjustments to the average monthly sales price of the previous twelve (12) months.

6. Order Information

- 6.1. Order processing without a price:** if Buyer makes an Order without specifying a price, the order will be processed with standard prices as determined by Vendor (with standard discounts on current list prices). Buyer acknowledges and accepts that standard prices may differ from customized or negotiated prices.

6.2. Providing relevant information:

To facilitate efficient order processing and pricing, Buyer must provide the following information in its Order:

- a. The Special Price Request number or Project Name (end customer name). This unique identifier helps Vendor track and fulfil orders accurately.
- b. If Buyer has received a formal quotation from Vendor for products or services, Buyer must provide the following information:
 - Quotation number: The unique identifier associated with the specific quote; or
 - Special Price Request (SPR) number: This reference number ensures proper linkage to the quoted terms.

In the event of a discrepancy between a standard price and a price provided in a quotation or other firm writing from Vendor, Vendor will honour the lesser price where shown to be applicable to a particular order. Any ambiguities shall be resolved by Vendor at its sole discretion. Buyer acknowledges that quotations from Vendor expire and Vendor will not extend special pricing beyond the quotation expiration date.